



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      MNDCL-S, FFL

### **Introduction**

This hearing was convened by way of conference call in response to an application for dispute resolution filed by the Landlords June 14, 2022 (the “Landlords’ Application”). The Landlords applied as follows:

- For compensation for monetary loss or other money owed
- To keep the security deposit
- For reimbursement for the filing fee

The Landlords appeared at the hearing with the Interpreter. The Tenant appeared at the hearing with C.F. (the “Tenants”). I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I confirmed service of the hearing package and evidence and no substantive issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

The hearing did not conclude within the one-hour set. The Interpreter had other commitments and had to leave the hearing. The Landlords were able to have their child, H.Z., assist them for the remainder of the hearing.

### **Issues to be Decided**

1. Are the Landlords entitled to compensation for monetary loss or other money owed?

2. Are the Landlords entitled to keep the security deposit?
3. Are the Landlords entitled to reimbursement for the filing fee?

### **Background and Evidence**

The Landlords sought the following compensation:

<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	Carpet permanent stain removal & cleaning	\$189.00
2	Cleaning area underneath the deck & basement entrance	\$210.00
3	Indoor general cleaning (i.e., shower room, fans cleaning, stains removal, windows & coverings, etc.)	\$819.00
4	Junk removal	\$315.00
5	Lawn care; dandelion removal	\$246.75
6	Wooden fence repair	\$417.90
7	Cracked glass window repair	\$577.50
8	Repair damaged hardwood floor (2 bedrooms)	\$892.50
9	Repair ceramic floor (front entrance)	\$168.00
10	Kitchen island & Kitchen drawer repair	\$420.00
11	Repair shower door	\$262.50
12	Repair Window Blinds (1 Blind)	\$336.00
13	Unclog bathroom sink	\$189.00
14	Repair curved heating vent cover	\$135.84
15	Basement ceiling water leakage inspection	\$420.00
16	Repair front door	\$283.50
17	Repair excessive nail and screw holes on walls and ceiling	\$682.50
18	Repair unremovable drawings on walls and ceiling	\$315.00
19	Repair main bathroom mouldy walls and ceiling	\$787.50
20	Wall stains removal	\$367.50
21	Switch repair	\$210.00
22	Lighting repair	\$275.63
23	Filing fee	\$100.00
	<b>TOTAL</b>	<b>\$8,620.61</b>

Two written tenancy agreements were submitted and the parties agreed they are accurate. The tenancy started July 01, 2017. The Tenant paid a \$1,700.00 security deposit.

The parties agreed the tenancy ended May 31, 2022.

The parties agreed the Tenant provided their forwarding address to the Landlords by email May 30, 2022.

The Landlords testified that they believe their agent did a move-in inspection with the Tenant; however, their agent could not find the inspection report. The Tenant denied that a move-in inspection was done and said they were not offered two opportunities to do a move-in inspection.

The parties agreed the Tenant met the Landlords to do a move-out inspection, it became contentious and the Tenant left. The Landlords testified that they did the move-out Condition Inspection Report (the "CIR") on their own.

In relation to damage to the rental unit, the Landlords relied on communications with their agent to show the rental unit was in great condition at the start of the tenancy. The Landlords also submitted that the Tenants would not have moved into the rental unit if it was in the state it was in at the end of the tenancy at the start of the tenancy.

The Landlords testified that the Tenants caused the following issues and damages in the rental unit:

- The Tenants stained the carpets which had to be cleaned, as shown in the photos.
- The Tenants left items under the deck and around the basement entrance which had to be removed, as shown in the photos.
- The Tenants did not leave the rental unit clean.
- The Tenants left a lawn mower and toys in the yard which had to be removed, as shown in the photos.
- The Tenants were responsible to care for the lawn as shown in the addendum to the tenancy agreement; however, the Tenants left the lawn totally damaged as shown in the photos.
- The Tenants' children damaged the fence which had to be repaired.
- The Tenants cracked a window in the rental unit, which had to be repaired.
- The Tenants damaged the floors in two bedrooms of the rental unit, which had to be repaired. The floors were quite old but in good condition when the Tenants moved in.

- The Tenants damaged the ceramic floor in the front entrance, which required repair.
- The Tenants damaged the kitchen island and drawer which required repair.
- The shower door in the rental unit was fine at the start of the tenancy and was damaged at the end of the tenancy. The door could no longer close properly.
- The Tenants damaged a blind which required repair.
- The Tenants clogged the bathroom sink and it would not drain.
- The Tenants dented the heating vent cover as shown in the photos.
- During the move-out inspection, the Landlords saw stains on the ceiling in the basement. The Landlords did not know the cause of the stains. The Landlords were concerned about mold growing and got an inspection done. The inspector said they could see signs of pipes being reconnected.
- The Tenants damaged the front door which had big, long cracks in it at the end of the tenancy.
- The Tenants left the rental unit with excessive nail and screw holes on walls and the ceiling which required repair.
- The Tenants left drawings on the wall in one of the bedrooms which required repair.
- The Tenants failed to clean mold from the bathroom walls and ceiling such that this had to be done at the end of the tenancy.
- The Tenants left stains on the walls which required cleaning.
- The Tenants broke the cover of a switch in the rental unit which had to be repaired. The repair cost \$200.00 because it involved an electrician attending the rental unit to do the repair.
- Several lights in the kitchen and living room were not working so the Landlords had to hire someone to fix them.

The Landlords said the list of damages and costs claimed is just an estimate by someone who the Landlords hired to come look at the rental unit after the Tenants moved out. The person who attended works for a renovation company.

The Landlords provided documentary evidence which will be referred to below as necessary.

The Tenants responded to the issues raised by the Landlords as follows.

All of the damage claimed by the Landlords is reasonable wear and tear. The Tenants cleaned everything at the end of the tenancy as shown in their photos. The Tenants

lived in the rental unit for five years. The Landlords did not maintain the rental unit. The Tenants do not agree with the estimate provided by the Landlords.

The Tenants are the ones who installed the carpet in the rental unit at their expense. The carpet on the stairs looked the same on move-out as it did on move-in.

The Tenants did not address the area under the deck or around the basement entrance when they moved out.

The Tenants left a lawn mower and basketball in the shed of the rental unit; however, they were not given a chance to come remove these.

The Tenants took excellent care of the yard which was in disrepair when they moved in. The Tenants hired people to attend and do upkeep of the yard. The issues shown in the Landlords' photos such as dandelion and clover growth are just part of having a yard.

The fence was old and rotting and gave out during a storm. The Tenants' children did not break the fence. The fence is shared with the neighbour.

The crack in a window of the rental unit was there the entire tenancy. The Tenants do not know when or how the crack happened. The Tenants did not notice the cracked glass when they moved in.

The Tenants did not damage the floors in two bedrooms as alleged, the floors were the same on move-in.

The damage to the ceramic floor at the front entrance was there at the start of the tenancy and was not caused by the Tenants.

Any damage to the kitchen island and drawer was wear and tear.

The shower door in the rental unit is not broken. The issue described by the Landlords is caused by a loose screw and can be fixed.

A racoon got into the rental unit and broke a blind.

The Tenants are not aware of the bathroom sink being clogged.

The heating vent cover looked the same at move-out as it did on move-in.

The water stains on the basement ceiling were there from the start of the tenancy. The Tenants never touched the pipes in this area.

The front door had a hairline crack in it from the start of the tenancy. The Tenants did not damage the door.

There were nail and screw holes in the walls and ceiling when the Tenants moved into the rental unit. In relation to the drawings on the walls, this was done by the Tenants' children and is wear and tear. The Tenants tried to clean the drawings off. The Tenants thought the Landlords would paint the room with the drawings on the walls because it had been a workshop that was converted into a bedroom by the Tenants.

The bathroom had very little ventilation. The Tenants used the bathroom fan and opened the bathroom door when necessary. The Tenants did not cause mold on the walls or ceiling of the bathroom.

The Tenants think the switch cover in the rental unit was broken at some point. The Tenants do not know why repair of the switch cover would cost \$200.00.

The Tenants acknowledge there may have been a couple light bulbs burnt out at the end of the tenancy but deny that there were any further issues with lighting in the rental unit.

The Tenant provided documentary evidence which will be referred to below as necessary.

### **Analysis**

Under rule 6.6 of the Rules, it is the Landlords as applicants who have the onus to prove their claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

When one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

### ***Security deposit***

Under sections 24 and 36 of the *Act*, landlords and tenants can extinguish their rights in relation to the security deposit if they do not comply with the *Act* and *Residential Tenancy Regulation* (the “*Regulations*”). Further, section 38 of the *Act* sets out specific requirements for dealing with a security deposit at the end of a tenancy.

Based on the testimony of both parties, I find the Tenant did not extinguish their rights in relation to the security deposit under sections 24 or 36 of the *Act*.

It is not necessary to decide whether the Landlords extinguished their rights in relation to the security deposit under sections 24 or 36 of the *Act* because extinguishment only relates to claims that are solely for damage to the rental unit and the Landlords have claimed for cleaning which is not damage.

Based on the testimony of both parties, I accept the tenancy ended May 31, 2022.

Based on the testimony of both parties, I accept the Tenant provided their forwarding address to the Landlords by email May 30, 2022.

Under section 38(1) of the *Act*, the Landlords had 15 days from the later of the end of the tenancy or the date the Landlords received the Tenant’s forwarding address in writing to repay the security deposit or file a claim against it. Here, the Landlords had 15 days from May 31, 2022. The Landlords’ Application was filed June 14, 2022, within time. The Landlords complied with section 38(1) of the *Act* and were permitted to claim against the security deposit.

### ***Compensation***

Section 7 of the *Act* states:

7 (1) If a...tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant’s] non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Section 32 of the *Act* states:

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

Section 37 of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

RTB Policy Guideline 01 sets out the meaning of reasonable wear and tear at page one.

There is no move-in inspection report before me. The Landlords have not provided compelling evidence of the state of the rental unit at move-in. The text messages between the Landlords and their agent are not compelling evidence that the rental unit did not have any damages at the start of the tenancy. I note that in the text messages it is the Landlords who tell their agent the rental unit was in good condition at the start of the tenancy and their agent simply agrees. However, there is no detailed witness



statement from the Landlords' agent. Further, I understand the text messages to be recent and the parties are discussing the state of the rental unit in 2017. I find it unlikely that the parties have a good recollection of the exact state of the rental unit this many years later.

The Landlords submitted one photo from prior to the tenancy showing the bathroom of the rental unit and the shower. I do not find the one photo, taken from a distance showing the entire bathroom, to be compelling evidence of the state of the shower door and how it closed at the start of the tenancy.

Given the lack of compelling evidence of the state of the rental unit at the start of the tenancy, the Landlords have failed to prove that the Tenants caused much of the damage claimed. I am only satisfied the Tenants caused the damage claimed where the Tenants have acknowledged this, it was obviously caused by the Tenants or I am satisfied that the damage is such that the Tenants would have brought it up with the Landlords at the start of the tenancy if it was present at that point.

***#1 Carpet permanent stain removal & cleaning \$189.00***

I am not satisfied the Tenants caused the carpet stains for the reasons noted above in relation to the lack of evidence of the state of the carpet at the start of the tenancy. Further, although the Landlords' photos show some staining on the carpet at the end of the tenancy, the photos do not support that the Tenants did not clean the carpets. The Tenant's photos tend to support that the carpets were left clean. I am not satisfied the Tenants breached section 37 of the *Act* and dismiss this claim without leave to re-apply.

***#2 Cleaning area underneath the deck & basement entrance \$210.00***

The Tenants acknowledged they did not clean and remove items from under the deck or around the basement entrance at move-out. I accept these areas needed cleaning based on the photos provided by the Landlords. I accept the Tenants breached section 37 of the *Act* by not cleaning these areas. I accept the Landlords had to clean these areas or hire someone to clean these areas. The Landlords seek \$210.00. The average cost of hiring a cleaner is \$20.00 to \$25.00 per hour. Based on the photos from the Landlords, I find it could only have taken about 30 minutes to clean the areas at issue. I award the Landlords **\$10.00** for this issue.

***#3 Indoor general cleaning (i.e., shower room, fans cleaning, stains removal, windows & coverings, etc.) \$819.00***

The Landlords' photos show two areas in the basement had cobwebs, dirt left under the kitchen island, dust or debris left on a windowsill and a dirty blind. The photos do not show that other areas inside the rental unit were not left reasonably clean. The Tenant's photos show the rental unit was left clean for the most part. I accept that the Tenants breached section 37 of the *Act* in relation to the areas mentioned above. I accept that the Landlords had to clean these areas or hire a cleaner. As stated, the average cost of a cleaner is \$20.00 to \$25.00 per hour. Cleaning the areas mentioned could not have taken more than an hour. The Landlords are awarded **\$20.00** for cleaning.

***#4 Junk removal \$315.00***

The Tenants acknowledged leaving items in the shed and I accept that they did based on the photo provided by the Landlords. The Tenants were required to take all of their belongings with them and clean all items out of the rental unit, yard and shed. It was not the Landlords' responsibility to tell the Tenants to remove their items or give them a further opportunity to remove their items. The Tenants were expected to know their obligations and comply with them. I accept the Tenants breached section 37 of the *Act* by leaving items in the shed. I accept the Landlords had to remove the Tenants' items from the shed or hire someone to do so. I find the amount sought by the Landlords to be very high. I do not find the Landlords' estimate particularly compelling because it is just an estimate, not amounts actually paid, and some of the costs noted seem unreasonable. As stated, the average cost to hire a cleaner is \$20.00 to \$25.00 per hour. Based on the photo provided by the Landlords, I find clean-up of the items in the shed could not have taken more than 30 minutes and I award the Landlords **\$10.00** for this item.

***#5 Lawn care; dandelion removal \$246.75***

The Landlords have provided one photo of an area of grass in the yard that has patches of dirt and weeds. I do not have photos of the yard from the start of the tenancy. I am not satisfied based on the evidence provided that the Tenants did not do enough to maintain the yard as required. I agree with the Tenants that the photo shows issues that can naturally occur in a yard, even if taken care of. I am not satisfied the Tenants have breached the *Act* and dismiss this claim without leave to re-apply.

**#6 Wooden fence repair \$417.90**

The fence is outside and exposed to the elements. The fence is also accessible to people other than the Tenants, including neighbours. I am not satisfied based on the evidence provided that the Tenants or their children damaged the fence. This claim is dismissed without leave to re-apply.

**#7 Cracked glass window repair \$577.50**

I accept that the Tenants cracked the window in the rental unit. I do find a cracked window to be something the Tenants would recall and bring to the Landlords' attention at the start of the tenancy if it was there. I also found the Tenants' testimony on this issue vague and to acknowledge that the crack may have happened during the tenancy. I accept the Tenants breached section 32 of the *Act* by not repairing the crack. I accept that the Landlords have to repair the cracked window. I have concerns about the amount sought for this item for the same reasons noted above about the estimate provided. I would expect to see a breakdown of the cost to replace the window including the cost of labour and cost of materials. I note that the window appears to be old single-pane glass and therefore I also find the useful life of windows should be considered. In the circumstances, I award the Landlords half the amount sought being **\$288.75** due to the lack of strong evidence about the amount claimed and due to the apparent age of the window.

**#8 Repair damaged hardwood floor (2 bedrooms) \$892.50**

I am not satisfied based on the evidence provided that the Tenants damaged the hardwood floor beyond reasonable wear and tear because there is not sufficient evidence before me of the state of the floors at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#9 Repair ceramic floor (front entrance) \$168.00**

I am not satisfied based on the evidence provided that the Tenants damaged the ceramic floor because there is not sufficient evidence before me of the state of the ceramic floor at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#10 Kitchen island & Kitchen drawer repair \$420.00**

I am not satisfied based on the evidence provided that the Tenants damaged the kitchen island or drawer beyond reasonable wear and tear. I acknowledge there is a small thin strip of laminate that has come off the kitchen cupboard; however, I am not satisfied this is more than reasonable wear and tear for this tenancy which started in 2017. I also find the amount sought for this claim unreasonable. I dismiss this claim without leave to re-apply.

**#11 Repair shower door \$262.50**

I am not satisfied based on the evidence provided that the Tenants damaged the shower door because there is not sufficient evidence before me of the state of the shower door at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#12 Repair Window Blinds (1 Blind) \$336.00**

I accept the Tenants damaged a blind because they acknowledged this occurred during the tenancy. I am not satisfied based on the evidence provided that a racoon damaged the blind because I find this very unlikely and there is no compelling evidence before me to support this statement. I find the Tenants breached section 37 of the *Act*. I accept the Landlords need to replace the blind. I do not accept that \$336.00 is a reasonable amount to replace one blind in the absence of compelling evidence that the damaged blind cost the Landlords' this amount. I have the same concerns about the estimate as already stated above. I award the Landlords **\$168.00** for this item being half the amount sought. I am not satisfied the cost to replace the blind, including the blind and labour, would reasonably be more than this.

**#13 Unclog bathroom sink \$189.00**

I am not satisfied based on the evidence before me that the Tenants clogged the bathroom sink and caused damage. The photo from the Landlords shows the sink is clogged and the Tenants acknowledged in their email to the Landlords the sink drained slowly. However, there is no report about what the issue with the bathroom sink was before me and therefore I cannot conclude that the Tenants caused the issue versus there being some other cause. This claim is dismissed without leave to re-apply.

**#14 Repair curved heating vent cover \$135.84**

I am not satisfied based on the evidence provided that the Tenants damaged the heating vent cover because there is not sufficient evidence before me of the state of the heating vent cover at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#15 Basement ceiling water leakage inspection \$420.00**

I am not satisfied based on the evidence provided that the Tenants caused a leak in the rental unit or the water stains on the ceiling. Further, there is no report before me from a professional showing they inspected the ceiling or what the issue was. This claim is dismissed without leave to re-apply.

**#16 Repair front door \$283.50**

I am not satisfied based on the evidence provided that the Tenants damaged the front door because there is not sufficient evidence before me of the state of the front door at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#17 Repair excessive nail and screw holes on walls and ceiling \$682.50**

I am not satisfied based on the evidence provided that the Tenants caused damage beyond reasonable wear and tear in relation to holes in the walls and ceiling because there is insufficient evidence before me of the state of the walls and ceiling at the start of the tenancy. This claim is dismissed without leave to re-apply.

**#18 Repair unremovable drawings on walls and ceiling \$315.00**

I accept that the Tenants left drawings on the wall of a bedroom as well as paint marks on a desk and ceiling. I find the Tenants were required to clean up the walls, whether with cleaner or by painting them, at the end of the tenancy due to the drawings and paint on the walls, desk and ceiling. I find the Tenants breached section 37 of the *Act*. I do not find it relevant that the Tenants painted the walls to begin with. It was unreasonable to expect the Landlords to have left the walls the way they were at the end of the tenancy and I find it clear the Landlords had to paint them. I find the amount sought reasonable considering the cost of paint and hiring someone to paint. I award the Landlords **\$315.00**.

**#19 Repair main bathroom mouldy walls and ceiling \$787.50**

I am not satisfied based on the evidence provided that the Tenants caused mold in the bathroom. There is no compelling evidence to show this before me. I also note that the evidence does show there were leaks in the rental unit during the tenancy. I cannot be satisfied that the Tenants did something to cause the mold and I dismiss this claim without leave to re-apply.

**#20 Wall stains removal \$367.50**

The Landlords submitted one photo of wall stains in three separate areas of the rental unit. I find it difficult to tell whether the walls are stained or dirty. I do accept that one of the stains was not likely there when the Tenants moved in because it is bright green paint and I find the Tenants would have brought this to the Landlords' attention. I accept the Tenants breached section 37 of the *Act* in relation to the green paint on the wall. I do not accept that repairing the wall would cost \$367.50. I consider this claim to be related to claim #18 above and award the Landlords an additional **\$50.00** for the green paint on the wall.

**#21 Switch repair \$210.00**

I accept that the Tenants broke a switch in the rental unit because I understood the Tenants to acknowledge this. I find the Tenants breached section 37 of the *Act*. It is simply the cover of the switch that is broken. I am not satisfied this would cost \$210.00 to repair because there is insufficient evidence before me to support this. I also note that the Landlords said an electrician had to come repair the switch; however, there is no compelling evidence of this before me. I award the Landlords **\$40.00** for the broken switch cover which takes into account the Landlords having to purchase a new cover and possibly have a handyman install it.

**#22 Lighting repair \$275.63**

I accept based on the Landlords' photos that seven light bulbs were burnt out in the rental unit at the end of the tenancy. The Tenants were responsible for replacing these lights bulbs and breached section 37 of the *Act* by not doing so. I do not accept that there were any further issues with the lighting in the rental unit. I award the Landlords \$15.00 per light because the Landlords have failed to provide compelling evidence that

replacement lights would cost any more than this. I also consider that changing lights takes time. I award the Landlords **\$105.00** for this item.

### **#23 Filing fee \$100.00**

Given the Landlords have been partially successful in the application, I award them **\$100.00** as reimbursement for the filing fee under section 72(1) of the *Act*.

### **Summary**

In summary, the Landlords are entitled to the following compensation:

Item	Description	Amount
1	Carpet permanent stain removal & cleaning	-
2	Cleaning area underneath the deck & basement entrance	\$10.00
3	Indoor general cleaning (i.e., shower room, fans cleaning, stains removal, windows & coverings, etc.)	\$20.00
4	Junk removal	\$10.00
5	Lawn care; dandelion removal	-
6	Wooden fence repair	-
7	Cracked glass window repair	\$288.75
8	Repair damaged hardwood floor (2 bedrooms)	-
9	Repair ceramic floor (front entrance)	-
10	Kitchen island & Kitchen drawer repair	-
11	Repair shower door	-
12	Repair Window Blinds (1 Blind)	\$168.00
13	Unclog bathroom sink	-
14	Repair curved heating vent cover	-
15	Basement ceiling water leakage inspection	-
16	Repair front door	-
17	Repair excessive nail and screw holes on walls and ceiling	-
18	Repair unremovable drawings on walls and ceiling	\$315.00
19	Repair main bathroom mouldy walls and ceiling	-
20	Wall stains removal	\$50.00
21	Switch repair	\$40.00
22	Lighting repair	\$105.00
23	Filing fee	\$100.00

	<b>TOTAL</b>	<b>\$1,106.75</b>
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The Tenant owes the Landlords \$1,106.75 and the Landlords can keep this from the \$1,700.00 security deposit. The Landlords must return the remaining \$593.25 to the Tenant and the Tenant is issued a Monetary Order for this amount.

### **Conclusion**

The Tenant is issued a Monetary Order for \$593.25. This Order must be served on the Landlords. If the Landlords fail to comply with this Order, it may be filed in the Small Claims division of the Provincial Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 30, 2023

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Residential Tenancy Branch